



# Grubhub Delivery Partner Terms of Use

*Updated and Effective January 16, 2020*

## Delivery Partner Terms of Use

Welcome! We're excited to partner with you to deliver food happiness to diners. Before you start delivering, please read these terms of use carefully, including the Privacy Policy incorporated herein.

### ABOUT GRUBHUB

We own and operate this app ("Driver App"), and the related consumer web- and mobile-sites and mobile application(s), and selected other domains (collectively, the "Platform"). These "Terms of Use", taken together with the Delivery Service Provider Agreement or Delivery Partner Agreement (the "Partner Agreement") you have entered into with Grubhub Holdings Inc. or its subsidiaries and affiliates, constitute a contract between you and us (collectively, the "Agreement") and govern your access to and use of the Platform. What does that mean? It means that by accessing and/or using the Driver App, you agree to all the terms and conditions of our Agreement. If you do not agree, do not use the Driver App. As used in this Agreement, "Grubhub," "we," "us," and "our" shall mean Grubhub Holdings Inc. and its subsidiaries and affiliates. To the extent that any of these terms explicitly conflict with your Partner Agreement, the language of the Partner Agreement will control.

### USING THE GRUBHUB DRIVER APP

You may use the Driver App only if you are an authorized Grubhub delivery partner ("Delivery Partner") with a validly executed and current Partner Agreement, and solely for the purpose of obtaining and fulfilling delivery orders and providing delivery services to diners ("Services"). Your right and ability to continue using the Driver App for the purpose of fulfilling delivery orders will terminate immediately if your Partner Agreement is terminated.

Use of the Driver App requires that you register and/or create an account ("Account") by providing certain personal information. In consideration of the use of the Driver App, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form; and (b) maintain and promptly update the personal information you provide to ensure that it remains true, accurate, current, and complete; if you fail to do any of the foregoing, Grubhub will have the right to terminate your Partner Agreement and restrict your access to the Driver App.

You are responsible for maintaining the confidentiality and security of your Account and password, and for all activities and any other actions that occur under or are taken in connection with your password or Account. You agree to (a) immediately notify Grubhub of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security,

including loss, theft, or unauthorized disclosure of your password or information available to you through the Driver App; and (b) ensure that you exit from your Account at the end of each session. Grubhub will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) or (b) above, or for any acts or omissions by you or someone else using your Account and/or password.

By accessing the Driver App, you will have sole discretion and authority to: indicate your availability; accept or reject orders that are transmitted to you for delivery; indicate stages of completion during the delivery fulfillment process; communicate with the Grubhub restaurant (the "Restaurant") and/or Grubhub diner (the "Diner"); view the transaction log for those orders you have fulfilled; rate and review your experience with the Restaurant and/or Diner; and manage your payment settings.

You agree that you will act as a "Service Provider," as such term is defined in the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. (the "CCPA"), in the performance of your obligations pursuant to the Agreement. Accordingly, and without limiting any of the provisions set forth in the Partner Agreement, by using the Platform, including the Driver App, you acknowledge and agree that you are permitted to use the information disclosed or otherwise made available to you, including without limitation diners' data (e.g. diners' names, phone numbers, email, and physical addresses) and any other information subject to applicable privacy and/or data security laws, rules or regulations (collectively, "Diner Data"), transaction logs and other Materials (as defined below), solely for the purpose of providing the Services. For clarity, you shall not retain, use or disclose Diner Data beyond what is necessary to provide the Services without the express consent of the Diner, nor download, store and/or sell any information you process in connection with the provision of Services outside of the Driver App or otherwise use Diner Data for any purpose other than providing the Services. You also agree to comply with any written requests from Diners or Grubhub to delete Diner Data.

## GRUBHUB PAYMENT CARD

Grubhub may provide you with one or more prepaid cards for the purpose of paying for orders at restaurants (a "Payment Card"). You agree to activate the Payment Card, to use it solely to pay for orders placed on the Platform and accepted by you for delivery, and to use it only for the amount of the order.

## OUR ALCOHOLIC BEVERAGES POLICY

In jurisdictions that permit the ordering and delivery of alcoholic beverages, if you deliver an order that includes any alcoholic beverage, you acknowledge that you have a responsibility, upon delivery, to examine a government-issued identification card of the recipient and confirm that: (i) the recipient is at least 21 years of age; (ii) the individual's name matches the name on the order; and (iii) the recipient does not appear intoxicated. If the recipient does not show you a government-issued identification card indicating that the recipient is at least 21 years of age, or if the name on the identification card does not match the order, or the recipient appears intoxicated, you agree not to release the alcoholic beverage(s) and you further agree to return the alcoholic beverage(s) to the Restaurant.

## OUR MATERIALS AND LICENSE TO YOU

As between you and Grubhub, the Platform, including the Driver App, and everything on it (collectively, the "Materials"), except for the Diner Data and data that you directly provide about yourself on the Driver App, are owned by or licensed to Grubhub and protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other proprietary rights and laws of the United States and other countries, including without limitation, all trademarks, service marks, logos, trade dress and trade names related to Grubhub; Seamless; AllMenus; MenuPages; gH; gH delivery; OrderHub; GrubCentral; Golden Grub; Track Your Grub; Taste of Seamless; Craved; Your Food is Here; and the Grubhub.com and Seamless.com trade

dress. Please be advised that Grubhub enforces its intellectual property rights to the fullest extent of the law.

We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Materials, solely as permitted by these Terms of Use and subject to all the terms and conditions of the Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Platform. Any other use of the Materials is strictly prohibited. None of the Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the Platform should be interpreted as granting to you any license or right to use any of the Materials and/or third party proprietary content on the Platform without the express written permission of Grubhub or the appropriate third party owner, as applicable.

Grubhub reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Platform, including the Driver App, and/or services offered on or through the Platform (or any part thereof), including but not limited to the Driver App's features, look and feel, and functional elements and related services.

## PROHIBITED CONDUCT

By accessing the Driver App, you agree to the following conditions:

- You will not accept orders offered through the Driver App that you do not intend to deliver;
- You will not disclose, and will maintain the strict confidentiality of, the Diner Data and transaction logs available through the Driver App;
- You will not violate any applicable law(s) or Grubhub's Terms of Use;
- You will not deliver alcohol unless you and the alcohol recipient are 21 or older, and you have verified the recipient's name and age using a valid photo identification at the time of alcohol delivery;
- You will not access the Driver App or related services using a third-party's account/registration, or attempt to impersonate another person, particularly any Delivery Partner;
- You will not falsely report your geographic location or prevent or otherwise attempt to prevent the Driver App from accurately reporting your geographic location;
- You will not attempt, through any means, to gain unauthorized access to any part of the Driver App and/or any related service, or any other account, computer system and/or network connected to any Grubhub server;
- You will not attempt to deceive, mislead, confuse, or defraud Grubhub through any means of circumvention related to the Driver App or the Services you are purporting to provide;
- You will not decompile or reverse-engineer the Driver App and/or monitor any portion of the Driver App and/or any Materials and/or other content on the Driver App, unless an authorized representative of Grubhub has given you specific permission to do so in writing;
- You will not conduct any kind of systematic retrieval of data or other content from the Driver App;
- You will not create or compile, directly or indirectly, any collection, compilation, database or directory from the Driver App's content;
- You will not use the Driver App in any manner that could damage, disable, overburden and/or impair any Grubhub server, or the network(s) connected to any Grubhub server, and/or interfere with any other Delivery Partner's use of the Driver App;
- You will not use any information obtained from the Driver App or the Grubhub services (apart from authorized use of Grubhub services) in order to contact, solicit, or buy or sell any products or services to anyone, including but not limited to any Diner, Restaurant or another Delivery Partner;

- You will not copy or republish any content, including, but not limited to Diner Data and transaction logs;
- You will not license, sell and/or otherwise provide access to and/or use of your Account or the Driver App to any third party (other than subcontractors, pursuant to your Partner Agreement), including without limitation to build a competitive product and/or service;
- You will not harass, annoy, intimidate or threaten any Grubhub employees or agents engaged in providing any portion of Grubhub's services;
- You will not contact any Diners or Restaurants beyond what is necessary to fulfill your delivery services, unless the Diner(s) or Restaurant(s) expressly consents to such contact;
- You will not delete the copyright or other proprietary rights notice from any Materials or any portion of the Driver App or Grubhub's services;
- You will not upload or transmit viruses or other harmful, disruptive or destructive files;
- You will not disrupt, interfere with, or otherwise harm or violate the security of the Driver App, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Driver App or affiliated or linked sites (including those of our restaurant partners); and
- You will not use the Driver App for any illegal purposes.

You agree that the consequences of commercial use or re-publication of Diner Data or Materials from the Driver App or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy. Therefore, you agree that Grubhub will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

## QUALITY OF SERVICE

Grubhub's restaurants and diners expect a high quality experience in using the Platform. As a delivery partner with Grubhub, you agree to maintain a certain level of quality of service in order to continue using the Platform and having access to Grubhub's network of restaurants and diners. Grubhub reserves the right to deactivate your access to the Driver App if your service falls below the industry standard for like services in your region, as determined by Grubhub in its good faith discretion. This includes, but is not limited to:

- Indicating that you have delivered an order or orders when you have not;
- Unreasonably cancelling or otherwise failing to complete an order or orders that you accepted;
- Activities that result in repeated and/or serious complaint(s) from diners and/or restaurants who contact Grubhub to report your delivery services as incomplete, unsafe, unprofessional, or otherwise in violation of Grubhub's standards or harmful to Grubhub's reputation.

Your access to the Driver App may be deactivated if Grubhub determines in its good faith, reasonable discretion that you have materially violated these Quality of Service standards.

## GRUBHUB, DINER, RESTAURANT AND OTHER COMMUNICATIONS

Grubhub, our Diners, our Restaurants, and/or our respective third-party service providers may contact you via voice, text and/or email at the phone number(s) and/or email address(es) you provided to us for the following purposes: (i) to provide notifications related to your Services and Grubhub's offerings; (ii) to facilitate scheduling; (iii) in relation to the delivery fulfillment process; and (iv) to address issues as they arise. You understand and consent that such messages may be sent using an automatic telephone dialing system. Please note that standard voice, data and message rates will apply for all forms of communication. Please contact your mobile phone carrier for details. You may opt out of Grubhub driver-specific text messages by texting STOP in response to a Grubhub driver

SMS. To re-enable texts, you can text START in response to an unsubscribe confirmation SMS. You may also opt out of certain Grubhub driver-specific email communications by following the unsubscribe link at the bottom of a Grubhub driver-related email.

You agree to be professional at all times in all communications with any Diner and/or Restaurant. Additionally, you agree to follow the standards of conduct below, and any additional standards that may be communicated to you from time to time. You agree not to communicate in any way that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, portrays another in a false light, is hateful, and/or racially, ethnically and/or otherwise objectionable;
- has a commercial, political or religious purpose;
- is false, misleading and/or not written in good faith; infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- is illegal and/or promotes illegal activity; contains unauthorized advertising and/or solicits users to a business other than those on the Sites;
- is disruptive and/or incites others to violate industry standards and/or Grubhub's standards; and/or
- is intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or Materials on the Driver App, or the related Sites or other websites.

Grubhub may monitor any and all use of the Driver App, and may manage the Driver App in a manner intended to protect our property and rights and to facilitate its proper functioning. If any conduct on or outside of our App violates the standards above, or any other terms and conditions of this Agreement; or interferes with other people's enjoyment of the Materials or our App; or that we believe is inappropriate; in our sole, good faith judgment, we reserve the right to change, delete or remove, in part or in full, any such content; and we further reserve the right to terminate access to the Driver App or to any information available through the Driver App. Grubhub will cooperate with local, state and/or federal authorities to the extent required by applicable law in connection with any communication.

## RATINGS, REVIEWS AND OTHER FEEDBACK

The Driver App may allow you to rate and post reviews of Restaurants and other businesses (each a "Rating" or "Review"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings and/or other materials and/or content that you submit, post and/or otherwise transmit through the Driver App. Grubhub does not endorse Delivery Partners' Ratings or Reviews, and does not assume liability for Ratings and Reviews or for any claims, liabilities or losses resulting from any Ratings and Reviews. However, all Ratings and Reviews must comply with the following criteria: (i) you must have had first-hand experience with the Restaurant before posting a Rating or Review; (ii) you may not have a proprietary or other affiliation with either the Restaurant or any of its competitors; (iii) you may not draw any legal conclusions regarding the Restaurants' products, services or conduct; and (iv) your review must be honest, accurate, and otherwise comply with the standards of conduct and other terms of this Agreement.

You grant Grubhub an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute and/or otherwise use your Ratings and Reviews in connection with Grubhub's business and in all forms of media now known or hereafter invented, without additional notification to and/or approval by you. You grant Grubhub the right to freely and fully exploit and share any suggestions, input or other feedback or content you provide relating to the Platform or other Grubhub services we provide in connection with its business, without additional notice to, approval by or compensation to you.

Any Rating and/or Review that we determine, in our sole, good faith discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Driver App may be removed or excluded by us without notice. Grubhub and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from, any and all liability for the action of any and all third parties with respect to your Ratings and Reviews.

## INDEMNIFICATION

You agree to indemnify and hold harmless the Released Parties from all claims, actions, losses, judgments, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of your breach or alleged breach of any provision of this Agreement, your violation of applicable law, your use of the Driver App and/or Materials (including without limitation all Diner Data), and/or all Uses of your User Content by Grubhub and/or any third party authorized by Grubhub.

## DISCLAIMER

THE APP, THE MATERIALS AND ALL OTHER CONTENT ON THE APP ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM, WITH RESPECT TO THE MATERIALS AND ALL OTHER CONTENT ON THE SITES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GRUBHUB DOES NOT REPRESENT OR WARRANT THAT THE APP, THE MATERIALS AND/OR THE OTHER CONTENT ON THE APP WILL BE SECURE, UNINTERRUPTED AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE APP, THE MATERIALS AND/OR OTHER CONTENT ON THE APP ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. GRUBHUB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP, THE MATERIALS AND/OR ANY OTHER CONTENT ON THE APP IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE QUALITY AND/OR TIMING OF THE FOOD OR OTHER PRODUCTS ORDERED ON THE SITES. YOU (AND NOT GRUBHUB) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE APP, THE MATERIALS AND/OR OTHER CONTENT ON THE APP. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

YOU AND GRUBHUB AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND GRUBHUB AGREE THAT THE WARRANTY DISCLAIMERS IN THESE TERMS OF USE AND THE LIMITATIONS OF LIABILITY IN YOUR PARTNER AGREEMENT ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE APP OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

## THIRD PARTY LINKS

The Driver App may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions

(“Third Party Websites”). Grubhub does not review, monitor, operate and/or control the Third Party Websites and Grubhub makes no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, Grubhub is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. Your access and/or use of the Third Party Websites, including providing information, materials and/or other content to the Third Party Websites, is entirely at your own risk. Grubhub reserves the right to discontinue links to any Third Party Websites at any time and for any reason, without notice.

## ADDITIONAL TERMS

The terms and conditions of the [Privacy Policy](#) are incorporated into this Agreement by reference. Additionally, your use of the Driver App is subject to any and all additional terms, policies, rules or guidelines applicable to Grubhub’s services or certain features of the Driver App that we may post or link to on the Driver App (collectively, the “Additional Terms”), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions or content on the Driver App. All such Additional Terms are hereby incorporated into this Agreement by reference.

## COPYRIGHT POLICY

Grubhub respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Driver App or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide Grubhub’s Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
- Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
- Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
- A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to our copyright agent at: Grubhub Holdings Inc., Attention: Copyright Agent, 5 Bryant Park, 15th Floor, New York, NY 10018.

## VIOLATIONS OF THE AGREEMENT

Except as provided by your Partner Agreement, Grubhub reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the Driver App from a particular device and/or IP address.

## CHANGES TO THE AGREEMENT

We may change the Terms of Use from time to time. If we make a change to the Terms of Use, we will make the most current version of Terms of Use available at the “Terms of Use” [link](#) (“Updated Terms”). If we make a material change to the Terms of Use, we will notify you. By continuing to access and/or use the Driver App after we post Updated Terms, you agree to the Updated Terms. Except as provided by your Partner Agreement, Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

## GOVERNING LAW

You acknowledge and agree that your access to and/or use of the Driver App, the Materials and other content on the Sites is subject to all applicable international, federal, state and local laws and regulations. The terms, conditions and policies contained in the Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

## WAIVER AND SEVERABILITY

Any waiver by Grubhub of any provision of Terms of Use must be in writing. If any portion of Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of Terms of Use shall continue to be enforceable and valid according to the terms contained herein.